that it was too technical. A more tenable ground for the decision is suggested by the opinion of Judge Bronson, who specially concurred. Section 11,125, C. L. 1913, it was argued, placed the matter of forfeiture within the discretion of the court, and the circumstances of the case were of a character to provide a satisfactory excuse for the next or failure of the defendant to appear. But see *U. S. v. Marrin, supra,* where a federal court refused to exercise the discretion with which it was vested by statute when defendant had voluntarily gone into another jurisdiction with knowledge of the indictments there impending against him.

CONTRACTS—ILLEGALITY OF RESTRICTIVE COVENANT IN CONTRACT FOR SALE OF CHATTEL UNDER CLAYTON ACT.—Petitioner, a manufacturer of patterns, granted respondent, a retail drygoods company, an agency for the sale of its patterns. Petitioner agreed to sell to respondent at a fifty per cent discount; to replace patterns which were out of date; and to repurchase the stock at the termination of the contract. Among other things, the respondent agreed not to sell goods of a competitor of the petitioner. In an action to restrain respondent from selling goods of a competitor, *held,* the contract was a contract of sale and not an agency contract, and restrictive covenant is unenforceable under Section 3 of the Clayton Act, which provides that: "It shall be unlawful to make a contract for the sale of goods * * * on condition that the purchaser thereof shall not deal in the goods of a competitor * * * where the effect may be to substantially lessen competition." *Standard Fashion Company v. Magrane-Huston Company,* Supreme Court U. S., No. 20, October term, 1921.

At the Common Law such restrictive covenants have been upheld. *Gervais v. Paquette,* 37 Quebec Super. 501; *Whitwell v. Cont. Tob. Co.,* 125 Fed. 455; *Peerless Pattern Company v. Gauntlett Company,* 171 Mich. 158; *Buckhout v. Witwer,* 157 Mich. 406; *Riply & Sons v. Art Wall Paper Company* (Okla.), 136 Pac. 1080; *Home Pattern Company v. Mascho,* 46 Okla. 55. The Sherman Act sought to control this sort of an agreement, but, in the language of the court in the principal case, "with unsatisfactory results so far as the purpose to maintain free competition was concerned." The Clayton Act now "reaches the agreements embraced within its sphere in their incipiency * * * and declares illegal contracts of sale made upon the agreement or understanding that the purchaser shall not deal in the goods of a competitor of the seller which may substantially lessen competition or tend to create a monopoly." By this decision the court does not seek to invalidate every contract where one agrees to buy exclusively from another, but only such contracts which tend to create a monopoly.

CRIMES—ACCIDENTAL KILLING CALLED MURDER TO BRING IT WITHIN THE STATUTE.—After the accused was interrupted by the entrance of neighbors in his attempt to rob a store, he put up his revolver and tried to escape. When again intercepted he drew the weapon, and in the crowd outside the door the revolver was discharged, killing deceased. Defense, that since the gun was accidentally discharged in a struggle for possession and not fired